

Judiciary Committee

HB 1908

Title: An act relating to protecting consumers who live in manufactured/mobile home communities by clarifying the manufactured/mobile home landlord-tenant act.

Brief Description: Modifying the manufactured/mobile home landlord-tenant act.

Sponsors: Representatives Liias, Sullivan, Nelson, Priest, Ormsby and Morrell.

Brief Summary of Bill

- Establishes new duties for landlords of manufactured/mobile home communities.
- Provides additional remedies for tenants of manufactured/mobile home communities.
- Requires tenants to be compensated if the landlord removes any permanent structure or recreational facility from the mobile home park.
- Prohibits a landlord from adopting or modifying mobile home community rules and regulations without the written consent of the tenant.

Hearing Date: 1/20/10

Staff: Brian Kilgore (786-7119) and Courtney Barnes (786-7194).

Background:

The Manufactured/Mobile Home Landlord-Tenant Act (MHLTA) regulates and determines the legal rights, remedies, and obligations arising from a rental agreement between a landlord and a tenant of a mobile home lot.

The Manufactured/Mobile Home Dispute Resolution Program was created by the Legislature to provide a process for the efficient resolution of disputes arising from the MHLTA. Any aggrieved party may file a complaint with the Office of the Attorney General (AGO) alleging a violation of the MHLTA. After receiving a complaint, the AGO may initiate an investigation of the alleged violation and facilitate negotiations between the complainant and the respondent.

This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

Definitions

A "park model" is currently defined as a recreational vehicle intended for permanent or semi-permanent installation that is used as a primary residence.

Duties and Rights

The MHLTA imposes certain duties upon landlords of manufactured/mobile home communities. If a landlord fails to carry out any of the duties prescribed by the MHLTA, a tenant may remedy the breach independent of any action by the landlord. First, the tenant must provide the landlord with at least two bids for performing any repairs required to remedy a defective condition. If the landlord has not begun repairs within a reasonable amount of time after receipt of the bids, the tenant may contract with the provider of the lowest bid to make the repair. Then, the tenant may deduct from his or her rent the cost of the repair, but this cost must not exceed the equivalent of one month's rent per year.

Under current law, tenants are barred from collectively initiating a remedy according to the above procedure.

Manufactured/Mobile Home Community Rules

A landlord may modify or enact park rules. Rules are enforceable against a tenant only if their purpose is to promote the convenience, health, safety, or welfare of the residents, protect and preserve the premises from abusive use, or make a fair distribution of services and facilities available to tenants. Park rules must be reasonably related to the purpose for which they are adopted and may not be retaliatory or discriminatory in nature.

A landlord may not terminate or fail to renew a tenancy except for a reason provided in statute. For example, a landlord may terminate or fail to renew a tenancy if he or she, within a 12-month period, delivers three "comply or vacate within 15 days" notices to a tenant for failure to comply with material terms of the rental agreement or park rules.

The landlord and tenant must submit any dispute to mediation within five days of the delivery of an eviction notice in response to a violation of park rules or a tenant's statutory duties.

Transfer of Rental Agreements

A tenant may assign his or her rental agreement to any person to whom the tenant sells his or her manufactured/mobile home or park model. The tenant must notify the landlord of the intended sale and transfer of the rental agreement. The buyer must make a good-faith attempt to arrange an interview with the landlord to discuss assignment of the rental agreement. The landlord may approve or deny the assignment on the same basis that he or she approves or denies any new tenant. A landlord cannot unreasonably withhold approval of an assignment.

Permanent Structures

A permanent structure is defined as a clubhouse, carport, storage shed, or other permanent structure provided as an amenity to park tenants. A permanent structure does not include structures built or affixed by a tenant. Generally, landlords are responsible for the maintenance of permanent structures and may not transfer this responsibility to a tenant.

Summary of Bill:

Definitions

"Hook-ups" means the physical connection at the home.

The definition of "park model" is modified. "Park model" means a recreational vehicle that is used as a primary residence.

Duties and Rights

Four duties are added to the list of landlord duties contained in the MHLTA. Landlords must:

- keep vacant mobile home lots reasonably clean, sanitary, and safe from defects to reduce the hazards of fire or accident;
- maintain all trees, shrubs, natural fencing, and other landscaping not planted by tenants, but situated on their lots;
- take reasonable steps to prevent the accumulation of water, snow, or ice that would prevent tenants from accessing their homes or exiting the mobile home park; and
- ensure that on-site managers and other employees comply with codes, statutes, ordinances, and administrative rules applicable to the mobile home park, including the park rules and regulations.

Two or more tenants may collectively initiate a remedy when their landlord fails to carry out a duty imposed by the MHLTA.

Manufactured/Mobile Home Community Rules

Existing manufactured/mobile home community rules and regulations may not be modified, and new rules may not be adopted, without the written consent of the tenant. New rules take effect at the end of the rental period if the landlord has notified the tenant in writing three months prior to the end of the rental period. This right cannot be waived by the tenant.

A landlord may terminate or fail to renew a tenancy if he or she, within a 12-month period, delivers three "comply or vacate" notices to a tenant for failure to substantively comply with material terms of the rental agreement or park rules.

The landlord and tenant must submit any dispute to mediation within five days of the delivery of a notice in response to a violation of park rules, the lease, or a tenant's statutory duties.

Transfer of Rental Agreements

A tenant who has sold or transferred title to his or her mobile/manufactured home or park model, and the person who now holds title, may seek remedy in court if they believe that the landlord has denied transfer of the rental agreement on improper grounds.

Permanent Structures

When a landlord chooses to remove from the mobile home park any recreational facility or permanent structure, including trees, shrubs, natural fencing, or other landscaping, tenants must receive an adjustment to rent or other appropriate consideration.

These rights are enforceable in any court of competent jurisdiction, including small claims court, and under the Manufactured/Mobile Home Dispute Resolution Program.

Appropriation: None.

Fiscal Note: Requested on 1/15/10.

Effective Date: The bill takes effect 90 days after adjournment of the session in which the bill is passed.